

Request for Proposals
Assessing Services for Valuation of Utility Properties
Moultonborough, NH
June 5, 2014



Jonathan W. Tolman, Chairman
Board of Selectmen

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TOWN OF MOULTONBOROUGH

Request for Proposals

Assessing Services for Valuation of Utility Properties

Proposals for Assessing Services for the valuation of utility properties and telecommunications properties for the period of September 1, 2014 through August 31, 2019 will be received until 2:00 p.m. on June 5, 2014 in the Offices of the SelectBoard, 6 Holland Street, PO Box 139, Moultonborough, NH 03254 at which time they will be opened and publicly read aloud. Your proposal must be marked with the project, item or service being sought, and the date the proposals are due. If you send your proposal by mail you should put it into a separate sealed envelope, marked as required, inside the mailing envelope to safeguard against it being opened in error. Any proposals received after the specified date will be rejected and returned unopened.

The work includes a full inventory of improvements and right of way easements and development of a model for each utility or telecommunications property in the first year, then an annual update of values in the following four years, including review and processing of municipal abatements. The annualized cost for these services is anticipated to be \$13,000+/- per year exclusive of representation at the Board of Tax and Land Appeal or Carroll County Superior Court Hearings which will be based on a separate per day rate. Annual renewal of the contract will be dependent upon appropriation by the Town and satisfactory performance by the contracted firm.

A detailed package with information on the program and all specifications, the conditions thereof, and bid forms, is available at www.moultonboroughnh.gov (click on Paid, Volunteer and Contract Openings) or said offices during normal business hours.

A pre-proposal conference will be held at 10:00 a.m. on May 27, 2014 at Moultonborough Town Hall. Any questions with respect to this invitation must be received, in writing by mail (above address), fax (603.476.5835) or email (cterenzini@moultonboroughnh.gov), by Carter Terenzini, Town Administrator, no later than 4:00 p.m. on May 29, 2014. **It is the bidder's responsibility to view and account for any addendums relating to this request. These will be posted on the Town web site no later than 4:00 p.m. on May 30, 2014.**

The contract will be awarded on the basis of the proposal deemed most advantageous to the Town. The Town reserves the right to reject any and all bids, and waive any minor or non-material informalities, if deemed to be in its best interests.

/s/ Jonathan W. Tolman, Chairman
Board of Selectmen

Posted: Town Bulletin Boards (7) & SAU
Advertised: Meredith News 05/15/14 & 05/22/2014 & Union Leader 05/18/14
Mailed: Town Clerk, Public Agencies w/in 45 minute radius; Vendors List
Web: Craigslist; winnipesaukee.com; NHLGC

Scope of Work or Specifications and Conditions

1.) General Background

The Town of Moultonborough is serviced by the following utility companies.

New Hampshire Electric Co-operative
Public Service Company of New Hampshire (transmission line & two substations)
Lakes Region Water Company

Additionally, although not classified as a Public Utility property, all telecommunications equipment and right- of-way easements owned by FairPoint Communications, TDS Telecom, and Time-Warner Cable is included in this proposal.

We currently use the VISION CAMA software.

2.) Term of Contract & Estimated Value

The Town will enter into a five year contract to run from September 1, 2014 through August 31, 2019. The annual value is anticipated to be \$13,000 per year exclusive of representation at the Board of Tax and Land Appeal or Carroll County Superior Court Hearings which will be based on a separate per day rate. The contract will contain a clause that allows the Town to terminate it annually with 60 days notice if performance by the contracted firm is not satisfactory (not to be unreasonably withheld) or the Town Meeting fails to appropriate funding. There is the potential that, should a firm not have its contract renewed each year, it might not recoup all of its year 1 costs.

3.) General Scope of Work

The general scope of work includes (a) a first year inventory and revaluation, (b) annual statistical update of values and representation for municipal abatement requests, and (c) follow up representation at the Board of Tax and Land Appeal or Superior Court Hearings (if necessary) on a daily fee basis. +/- We understand there may be extensive upfront costs in year 1 but require that you present your pricing on an equal annualized pricing to reflect the total contract value.

4.) Specific Scope of Work

The contracted firm will complete the following work in accordance with the best practices of the profession:

- 1) Inventory, inspect and value all taxable subject properties (including the input of data);
- 2) Thereafter, update the inventory as required and perform an annual statistical update of values for the purpose of updating values to be compliant with RSA 75:8 and balance values to assure equity and fairness in the overall assessments;
- 3) Mail out statements of proposed values and year-to-year changes to subject taxpayers (to be completed by July 15) and conduct informal hearings on proposed values (to be completed by August 15);

- 4.) Annually, finalize and submit to the Town final values (to be completed by August 20 and subject to a \$100 per day liquidated damages for every day of delay thereafter);
- 5.) Prepare, submit, respond to requests for information, and obtain approval of the New Hampshire Department of Revenue Administration (DRA) of a USPAP compliant report which addresses how the statistical update for each year was undertaken and completed;
- 6.) Meet with the Town Administrator, Board of Selectmen or Town Assessor upon request;
- 7.) Meet and work with the Town Assessor and Department of Revenue Appraiser to ensure that the Town of Moultonborough is meeting all Assessment Review guidelines as stipulated by the New Hampshire Assessing Standards Board and to maintain a good working relationship; and
- 8.) Represent the Town and/or testify in hearings before the Board of Tax and Land Appeals and/or Superior Court.

5) Minimum Personnel Standards

The selected contractor must be DRA certified for this work. All personnel working on the statistical update in the Town of Moultonborough shall be DRA certified in the grading, classifying and appraising of all property covered by this contract. The Project Manager (Supervisor) must be *DRA*-certified as a Property Assessor Supervisor as outlined in ASB 304.04. All necessary field assistants shall hold the Measurer and Lister Certification by DRA. All personnel must have undergone criminal background checks satisfactory to the Town. Changes in the Project Manager (Supervisor) must be approved by the Town (not to be unreasonably withheld).

6) Minimum Insurance Standards

Prior to commencing work, and throughout the term of this Contract, the Contractor shall obtain, maintain and provide to the Town a copy of the certificate, in the limits and under the conditions set forth below, insurance coverage for the following types and levels of coverage:

- | | |
|-------------------------------|-------------------------|
| i. Workers Compensation: | Statutory |
| ii. Automobile and Equipment: | \$1 Million/\$2 Million |
| iii. Property Damage: | \$1 Million/\$2 Million |
| iv. General Liability: | \$1 Million/\$2 Million |

Each policy of insurance shall be issued by a financially secure insurer, duly licensed to do business in the State of New Hampshire. The Town shall be named as certificate holder and shall be included along with officers, employees and agents as named additional insured. The Town shall be notified no earlier than thirty (30) days before any such policy is cancelled, altered or materially changed. If a subcontractor or sub-consultant is used for any portion of the work, the Contractor will provide to the Town a similar certificate, in similar amounts and under similar conditions, from the Subcontractor.

Should the Contractor fail to maintain such Workers' Compensation insurance, and should the Town be found liable to principals, officers, employees and agents of the Contractor, the Town may recover from the Contractor the amount of any medical costs and compensation paid to or on behalf of the principals, officers, employees and agents of the Contractor and any expenses relating to claims filed

under the provisions of Workers' Compensation.

7) Status of Contractor & Support by Town

The Contractor shall be compensated as an independent contractor and shall be responsible for providing FICA, Workmen's Compensation, Unemployment Compensation & Liability to all employees assigned to the Town of Moultonborough and providing proof thereof.

The Town will provide office space with a desk, phone, photocopier and computer with access to the VISION CAMA system at the Town Offices while they are in Town doing their field work. This is support space and is not intended to be the primary offices for the Contractor.

8) Pricing To Be All Inclusive

The Contractor's pricing shall be inclusive of all costs of personnel, mailing, office support, reproduction, communications, mileage, travel per diems, profit and overhead and the like.

9) Pre-Proposal Briefing and Submission Due Date

A pre-proposal conference will be held at 10:00 a.m. on May 27, 2014 at Moultonborough Town Hall. Any questions with respect to this invitation must be received, in writing by mail (above address), fax (603.476.5835) or email (cterenzini@moultonboroughnh.gov), by Carter Terenzini, Town Administrator, no later than 4:00 p.m. on May 29, 2014. **It is the bidder's responsibility to view and account for any addendums relating to this request. These will be posted on the Town web site no later than 4:00 p.m. on May 30, 2014.**

Sealed proposals will be received **on the form prescribed by the Town** until 2:00 p.m. on June 5, 2014 in the Offices of the SelectBoard, 6 Holland Street, PO Box 139, Moultonborough, NH 03254 at which time they will be opened and publicly read aloud. Your proposal must be marked with the project, item or service being sought, and the date the proposals are due. If you send your proposal by mail you should put it into a separate sealed envelope, marked as required, inside the mailing envelope to safeguard against it being opened in error. Any proposals received after the specified date will be rejected and returned unopened.

10) Proposal Withdrawal

No proposal may be withdrawn after it is filed unless the contractor makes a request in writing to the Town prior to the time and date set for the opening of proposals or unless the Town fails to award or issue a notice of intent to award a Contract within sixty (60) days after the date and time set for opening proposals.

11) Evaluation of Proposals

Evaluation of the responses will be based on the extent to which the response meets the requirements of the solicitation and the Town's determination as to the extent to which the respondent is likely to be able to achieve the desired results and fulfill the purposes of the solicitation. Proposers are welcome to submit supporting information or references, demonstrating how they have shown their performance to be in terms of quality and timeliness in tasks performed for other clients or the Town of

Moultonborough and how responsive they will be in terms of cost efficiency to the Town of Moultonborough.

Upon the initial evaluation of the proposals the top three ranked firms shall make a formal presentation to the Town. You will be given at least seventy-two (72) hours of advance notice if you are to make such a presentation. Upon the completion of this process, the Town shall make a final ranking of firms for submission to the SelectBoard for their review and action.

12) Contract Negotiations

Upon authorization by the SelectBoard the preferred contractor will be notified of their status and the Town shall endeavor to negotiate a contract. If such negotiations are not successful, the Town shall proceed to the next firm and so forth until the Town has agreed a contract with a firm. The final contract shall be subject to the review and recommendations made by DRA.

12.) Anticipated Timeline

Mailings & Web Postings	May 14, 2014
1 st Advertising	May 15, 2014
2 nd Advertisement	May 22, 2014
Pre-Proposal Conference	May 27, 2014
Final Date to Submit Questions in Writing	May 29, 2014
Addendums Posted on Web Site	May 30, 2014
Proposals Due	June 5, 2014
Review & Analysis	June 9, 2014
Interviews of Preferred Firms	June 16, 2014
To BoS for Review and Action	June 19, 2014
Commence Negotiations with Preferred Contractor	June 26, 2014
Complete Contract for Submission to DRA	July 15, 2014
Commence Services	September 1, 2014

Town of Moultonborough
Utility Assessing Services
Proposal Form
(Please Print in Ink or Type)

Proposer Name: _____

Address: _____

Contact Person: _____

Telephone

Fax

Email

ATTENTION: Mr. Jonathan W. Tolman, Chairman
Board of Selectmen
PO Box 139
Moultonborough, NH 03254

Dear Mr. Tolman:

Having examined the documentation provided with the subject Request for Proposals the undersigned proposes to furnish the requested item or materials as requested in accordance with the subject documents.

The undersigned acknowledges Addenda # _____
(If none, write none).

If I am notified my proposal is accepted within sixty (60) days of the bids having been opened, I will execute a contract for the work within fourteen (14) days thereafter.

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Proposal Form
Assessing Services
Page 2

I propose to perform the specified work (Inclusive of all services including USPAP Report) for the following unit pricing per year:

\$ _____
(In Figures)

_____ Dollars and _____ Cents
(In Words)

Additional Assessing Services (if necessary) inclusive of
any BTLA or Superior Court Hearings. (daily fee)

\$ _____
(In Figures)

_____ Dollars and _____ Cents
(In Words)

I understand that the town reserves the right to reject any and all bids, and waive any minor or non-material informalities, if deemed to be in its best interests. I understand that the Town may hold my bid for sixty (60) days prior to awarding a contract. In order to be considered responsive each bidder must submit the following with this bid:

- 1) Reference list for at least five (5) similar projects completed within the past three (3) years as specified;
- 2) Resumes for Project Manager (*Supervisor*) and Field Personnel;
- 3) Description of any Value Added Services or variations from our scope of services; and
- 4) Clerk's Certificate showing the authority of the submitting party to bind the proposer to a contract.

I certify, under the penalties of perjury, that (1) I have had an opportunity to view the full bid package and am aware it was my responsibility to perform my own due diligence appropriate to submitting this proposal, (2) I am fully authorized to submit this bid, (3) I have not engaged in discussions, negotiations, or collusion with any person to determine what my bid will be and (4) that I, to the best of my knowledge and belief, have paid all taxes, fees, assessments, betterments or other municipal charges that I owe to the Town of Moultonborough or have payment agreement in place or have filed an appeal over the same.

Signature of Authorized Agent

Corporate

Title of Proposer

Seal

Signed this _____ day of _____, _____

CLERK'S CERTIFICATE

At a duly authorized meeting of the Board of Directors of _____ was held on _____ at which a suitable majority voted that, _____ (Name), the _____ (Title) of this company, be and he hereby is authorized to submit bids, execute contracts and bonds in the name and behalf of said Company, and affix its corporate Seal thereto and such execution of any bid, contract or obligation in this Company's name on its behalf by such person under seal of the Company, shall be valid and binding upon this Company.

A true copy,

ATTEST: _____
(Clerk Signature)

Typed or Printed Name of Clerk

Place of Business: _____

Date of this bid or contract: _____

I hereby certify that I am the Clerk of _____ and that _____ is the duly elected or appointed _____ of said Company, and that the above vote has not been amended or rescinded and shall remain in full force and effect as of the date of this bid submission and/or contract execution.

Clerk's Signature

Corporate Seal

Or

DIRECT CONSENT

The undersigned, being all the Directors of _____, a _____
(State) (the “Corporation”), hereby consent to and authorized the following actions by the Corporation:

RESOLVED: That the corporation shall provide a bid and enter into a certain contract
with the Town of Moultonborough, NH for

RESOLVED: That _____, (Name)
_____ (Title) of the Corporation, is authorized and directed to
execute on behalf of the Corporation the foregoing bid, contract and other documents of
any kind or nature necessary to effect the purposes of the preceding resolution.

Dated: _____

Signature

Printed Name

Printed Title